

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

★ MAY 16 2018 ★

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

LONG ISLAND OFFICE

JOSE VALERIO, on behalf of himself, individually,
and on behalf of all others similarly-situated,

Plaintiff,

-against-

RNC INDUSTRIES, LLC, and RICHARD TONYES,
in his individual and professional capacities,

Defendants.

Docket No.:
14-cv-3761 (SJF) (AKT)

**STIPULATION AND
[REDACTED] ORDER OF
DISMISSAL WITH
PREJUDICE**

The Court, having reviewed the Settlement Agreement and Release that Plaintiff, Jose Valerio, and opt-in Plaintiffs, Omar Padilla, Anthony Leo, Bruno Romero, Carlos Humberto Romero Carillo, Jose Mendoza, Ignacio Romero Marquez, Ancelmo Chicas Vigil, and Douglas Friely (collectively as "Plaintiffs"), on the one hand, and Defendants, RNC Industries, LLC and Richard Tonyes (together as "Defendants"), on the other hand, (collectively with the Plaintiffs as "the Parties"), submitted in the above-captioned case arising under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.*, and the New York Labor Law, N.Y.L.L. §§ 160 *et seq.*, 190 *et seq.*, having considered applicable case law, and having found the settlement amount and attorneys' fees fair and reasonable, it is hereby ORDERED, ADJUDGED, and DECREED that:

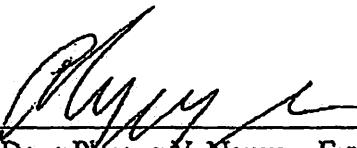
1. The Settlement Agreement and Release between the Plaintiffs and Defendants: (a) is fair to all Parties; (b) reasonably resolves a bona fide dispute between the Parties with regard to the merits of Plaintiffs' FLSA claims; and (c) demonstrates a good faith intention by the Parties that the Plaintiffs' claims for liability and damages be fully and finally resolved and not re-litigated in whole or in part at any point in the future. The Settlement Agreement and Release is therefore

APPROVED by the Court in accordance with *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2015).

2. All of the claims in the lawsuit that Plaintiffs asserted against the Defendants are, pursuant to Federal Rule of Civil Procedure 41(a)(2), DISMISSED WITH PREJUDICE in their entirety without fees or costs except as agreed to by the Parties in the Settlement Agreement and Release.

3. ~~This Court will retain jurisdiction over this action to enforce the terms and conditions of the Parties' settlement agreement and to enter judgment in the event of a breach in accordance with the settlement agreement's terms.~~

SJF
5/16/18


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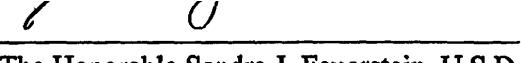

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Counsel for Defendants

The Clerk of the Court shall close this case.
SO ORDERED

Dated: Central Islip, New York

May 16, 2018


s/ Sandra J. Feuerstein


The Honorable Sandra J. Feuerstein, U.S.D.J.